

**EXHIBIT B**  
**ATTACHMENT -- DSL**  
**(Digital Subscriber Line ("DSL")-Capable Loops)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions that apply to unbundled DSL – Capable Loops and thereby supplements, and is subject to, Attachment 6: Unbundled Network Elements of this Agreement. Prices are set forth in Appendix Pricing – UNE.
- 1.2 The term digital subscriber line (DSL) describes various technologies and services. ILEC's unbundled DSL loop offerings are set forth below for CLEC to use in conjunction with its desired DSL technologies and equipment to provision DSL services to its end-user customers. The parties will comply with all applicable laws and regulations including the FCC's rules on spectrum compatibility and management.
- 1.3 ILEC shall, in all respects, provide the DSL – Capable Loops and related services herein at parity with the DSL – Capable Loops and related services ILEC provides itself and its affiliates.

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**10. TESTING**

- 10.1 ILEC and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery and Cooperative Testing during open trouble tickets for repair of xDSL loops.
- 10.2 Acceptance Testing will be conducted at the time of installation of the service request of all xDSL loops.
- 10.3 Cooperative Testing will be conducted during open trouble tickets for repair of xDSL loops.
- 10.4 Initial Acceptance Testing Procedure: At the conclusion of installation of the service request of all xDSL loops, ILEC's field technician will call the LOC and the LOC technician will call 877-767-9156 (or such other toll free number as may be provided by the CLEC for such purpose) to initiate performance of a series of tests, as follows: Except for 2-wire digital loops that are provisioned through repeaters or digital loop carriers, the ILEC field technician will provide an open of the Tip and Ring at the customer premise network interface device, followed by a solid short across the Tip and Ring of the circuit, in conjunction with LOC and CLEC office-based tests. A solid short shall consist of twisting (strapping) the Tip and Ring of the pair at least 4 times and allowing it to hang free from the

field technician's hands and from testing equipment and tools. For 2-wire digital loops that are provisioned through repeaters or digital loop carriers, the ILEC field technician will not perform an open or short circuit due to technical limitations. Nonetheless, ILEC's field technician will still call the LOC and the LOC will still call CLEC as described in this Section.

- 10.5 Further Acceptance Testing Procedure: If initial Acceptance Testing is unsuccessful after completion of the steps described in Section 10.4, then the parties shall conduct further Acceptance Testing as follows: ILEC's field technician shall first identify and eliminate any "half ringer" electronic device from the customer premise network interface device or in any SAC box located on the line. ILEC's field technician shall next conduct at least the following field tests in order to eliminate known line faults that inhibit copper loops from carrying xDSL signal: (1) check for battery on the cable pair; pairs should read no foreign battery, (2) test for shorts, grounds, and crosses with vacant pairs; there should be greater than 3Meg ohm resistance, (3) check for load coils; any load coil will render xDSL transmission impossible, (4) read pair for capacitance balance; Tip to Ring, Ring to Ground, and Tip to Ground should read the same distance, (5) tie a short and ground on one end and test the pair for balance; Tip to Ground and Ring to Ground should read half of the Tip to Ring measurement, (6) compare resistative and capacitive readings; ohms to feet and capacitive readings should match in distances, (7) check for bridged taps; no bridged tap should be within 1000 feet of the customer or the central office, total bridged tap length should not exceed 2500 feet, a single bridged tap should not be longer than 2000 feet, (8) complete frequency sweep; test from 25kHz to 1.1mHz, (9) test for background noise, (10) run impulse noise for at least 5 minutes. ILEC's field technician shall conduct the preceding tests in the order listed until a line fault is identified and corrected. Then initial Acceptance Testing as described in Section 10.4 shall be repeated. If such repeat initial Acceptance Testing remains unsuccessful, then ILEC's field technician shall resume the preceding tests at the next step and again continue until a line fault is identified and corrected. Then initial Acceptance Testing shall be repeated. This process shall continue until initial Acceptance Testing is successful or until all of the preceding ten (10) tests have been completed and any identified line faults corrected.
- 10.6 If Acceptance Testing still remains unsuccessful after all actions required in Sections 10.4 and 10.5 have been completed, then ILEC's field technician shall arrange for joint testing with CLEC's field technician. ILEC's field technician shall provide 48 hours advance notice of the time for joint testing to CLEC's Provisioning Department by means of calling the number and name that is listed on the open ILEC trouble ticket accessible through ILEC's "Toolbar" software, or if not applicable then by calling 877-767-9156 (or such other toll free number as may be provided by CLEC for such purpose). The technician for each company shall wait on-site at least 15 minutes from the scheduled time for the technician from the other company to arrive. When the field technicians from each company are present, they shall jointly conduct the testing procedures described in Section

- 10.5. If either field technician shall fail to appear on-site within 15 minutes from the scheduled time, the other field technician may leave. ILEC will reschedule the joint testing process as described herein, and the company whose field technician failed to appear within 15 minutes from the scheduled time shall compensate the other company for the time of its field technician on a time and material basis as provided in Attachments 6 and 7.
- 10.7 All such testing shall be scheduled to occur during normal business hours (8 a.m. to 5 p.m., Monday-Friday), unless otherwise requested by CLEC. ILEC LOC and field personnel shall be available during testing.
- 10.8 Once a loop successfully tests for all the features, functions and capabilities of its spectrum management class, all ordered conditioning, continuity, and line balance, through Acceptance Testing, then the CLEC will provide ILEC with a confirmation number and ILEC will complete the order. The CLEC will be billed for Acceptance Testing as specified below under Testing Billing at the applicable rates per Appendix UNE, Section 12.3.1, as set forth in Appendix Pricing. ILEC will be billed for CLEC testing in accordance with Attachment 7 (UNE Ordering and Provisioning), Section 6.5.
- 10.9 If the loop does not successfully test for all the features, functions and capabilities of its spectrum management class, all ordered conditioning, continuity, and line balance, after completion of Acceptance Testing as described in Sections 10.4, 10.5 and 10.6, the ILEC field technician and the LOC technician will take any or all reasonable steps to immediately resolve the problem, with the CLEC field technician present and/or the CLEC office technician on the line if applicable, including, but not limited to, calling the ILEC central office to perform work or troubleshooting for physical faults. Work will continue until successful, however, if the problem cannot be resolved in an expedient manner, the CLEC representatives may depart/hang-up, and ILEC will perform the work necessary to correct the problem. Once the loop is correctly provisioned, ILEC will re-contact the CLEC representatives to repeat Acceptance Testing. When the aforementioned test parameters are met, the CLEC will provide ILEC with a confirmation number and ILEC will complete the order. If CLEC xDSL service does not function as desired, yet Acceptance Testing parameters are met, ILEC will still close the order. ILEC will not complete an order that fails Acceptance Testing.
- 10.10 Until such time as the CLEC and ILEC agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or digital loop carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, ILEC agrees that should the CLEC open a trouble ticket within ten (10) business days after acceptance and an ILEC network fault be found on such a loop (in which it is determined to be an ILEC fault), ILEC will adjust the CLEC's

bill to refund the recurring charge of such loop until the fault has been resolved and the trouble ticket is closed.

- 10.11 ILEC will be relieved of the obligation to perform Acceptance Testing on a particular loop, and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes; provided in the event there is no answer, ILEC shall make a second call attempt after the initial attempt to assure the correct number was dialed, and shall leave a detailed voice message in the event no live attendant is reached. ILEC may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if Acceptance Testing had been completed and the loop accepted, subject to Section 10.12 below.
- 10.12 If, however, a trouble ticket is opened on the loop within 48 hours and the trouble resulted from ILEC error as determined through the testing procedures described herein, the CLEC will be credited for the cost of Acceptance Testing. Additionally, the CLEC may request ILEC to re-perform Acceptance Testing at the conclusion of the repair phase again at no charge. Such a loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 10.15 below.
- 10.13 Cooperative Testing: During open trouble tickets for repair of xDSL loops, ILEC will follow the same steps as are required for Acceptance Testing during loop provisioning, in order to assure that a loop as repaired meets the same standards as a properly delivered new loop. The CLEC will be billed for Cooperative Testing as specified below under Testing Billing at the applicable rates per Appendix UNE, Section 12.3.1, as set forth in Appendix Pricing. ILEC will be billed for CLEC testing in accordance with Attachment 7 (UNE Ordering and Provisioning), Section 6.5.
- 10.14 Both Parties declare they will work together, in good faith, to implement Acceptance Testing and Cooperative Testing procedures that are efficient and effective.
- 10.15 Testing Billing
- 10.15.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to Acceptance Testing or Cooperative Testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may provide notice that it believes that ILEC is not successfully installing loops that are acceptable under the terms and definitions of this Appendix within the committed intervals at least eighty percent (80%) of the time.

- 10.15.2 Upon receipt of such notice, ILEC will perform an unbiased random sampling of 100 of the CLEC's service orders (or any other mutually acceptable sampling process). If the sampling establishes that ILEC is successfully installing loops that are acceptable under the terms and definitions of this Appendix within the committed intervals at least eighty percent (80%) of the time over a 2 month period of time, ILEC may continue charging for Acceptance Testing for all loops that are properly installed without the benefit of corrective action due to Acceptance Testing or Cooperative Testing. Orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population.
- 10.15.3 If the sampling results from Section 10.15.2 above show that ILEC is not successfully installing loops that are acceptable under the terms and definitions of this Appendix within the committed intervals at least eighty percent (80%) of the time over a 2 month period of time, then the CLEC will not be billed (or will be credited, as applicable) for Acceptance Testing for at least (90) days from the date of CLEC's notice.
- 10.15.4 In any calendar month after the ninety (90) day minimum no-charge period for Acceptance Testing described in Section 10.15.3, ILEC may conduct another random sampling of 100 orders, to determine whether ILEC can show compliance with the minimum success rates, as defined in Section 10.15.2 above. If the sampling result shows ILEC is in compliance, billing for Acceptance Testing shall resume.
- 10.15.5 Regardless of whether ILEC is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs or repairs that did not initially pass the test parameters, as defined by this Appendix. ILEC will not bill for loop repairs when the repair resulted from an ILEC problem. 2-Wire digital loops that have trouble tickets (that are ILEC's fault) opened within 10 business days will be considered failures. Loops that are successfully installed as a result of corrective action taken after initial Acceptance Testing will be considered failures.
- 10.15.6 Beginning October 1, 2000, the ILEC delivery commitment, as defined by this Appendix in section 10.15 et seq., shall change from 80% to 90%.
- 10.16 ILEC shall bill for Cooperative Testing upon the effective date of this Appendix. ILEC will not bill for Cooperative Testing for loop repairs when the repair resulted from an ILEC problem.